

Standard Form of Agreement between Owner For Professional Services

This agreement is dated as of the 2nd day of March 2021 by and between Yellowstone County, Montana (hereinafter called Owner), and Kinetic Marketing & Creative, (hereinafter called Contractor).

Owner and Contractor, in consideration of the material covenants hereinafter set forth, agree as follows:

1. Scope of Work

Contractor shall provide microsite development, microsite updates, presentation deck, talking points, community outreach and a social media plan specific to community information.

2. Contract Times

The project is expected to be completed by June 30th, 2021

3. Contract Price

Owner shall pay the Contractor a maximum of \$49,900.00 including all reimbursables.

4. Representation

4.1 Contractor has examined and reviewed the Contract documents and other related paperwork.

4.2 Contractor has visited the sites and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the work.

4.3 Contractor is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the work.

4.4 Contractor has given Owner written notice of all conflicts, errors, ambiguities or discrepancies that the Architect has discovered in the Contract Documents and that the Contract Documents are generally sufficient to indicate and convey the understanding of all terms and conditions for performance and furnishings of the work.

5. Contract Documents

The Contract Documents, which comprise the entire agreement between Owner and Contractor, consist of the following:

- 5.1 This Agreement
- 5.2 Contractor Statement of Work dated 02/22/2021

6. Miscellaneous

- 6.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without written consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will discharge the assignor from any duty or responsibility under the Contract Documents.
- 6.2 Contractor shall maintain at its sole cost and expense, commercial general liability insurance naming Yellowstone County, as additional insured against liability for damages for bodily injury, including death and completed operations and property damages in a minimum amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) for each claim and One Million Five Hundred Thousand Dollars, (\$1,500,000.00), in the aggregate arising from incidents which occur as the result of Architect negligence while performing any work or service and for which Yellowstone County, sole basis of liability is vicarious liability for the acts or omissions of the Contractor or/and subcontractors. Contractor shall maintain at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability which may arise from or in connection with work or service by Architect, agents, employees, representatives, assigns and subcontractors. This insurance shall cover claims as may be caused by any negligent act or omission. The policy of insurance shall be an occurrence policy with a Best Rating of A- or better and must be in force throughout the period.

Contractor shall name on the Certificate of liability insurance Yellowstone County, as additional insured for on-site work or Maintenance Service. In addition, Contractor will furnish to Yellowstone County a copy of the policy endorsement, CG 32 87 05 10, indicating that Yellowstone County, are named as an additional insured under the Contractors insurance policy.

additional insured under the Contractors insurance policy.

Contractor agrees to furnish both the Certificate of insurance and policy endorsement at least ten (10) days prior to beginning work.

Contractor agrees to defend, indemnify and hold harmless Yellowstone County from and against any and all claims demands, obligations causes of action, lawsuits and all damages and liabilities fines, judgments, costs, (including settlement costs), and expenses associated therewith (including reasonable attorney's fees and disbursements), arising from incidents that occur the result of negligence. And for which Yellowstone County, sole basis of liability is vicarious liability for the acts or omissions of Contractor. The defense and indemnification obligations under this paragraph shall not be limited by any assertions or finding that Yellowstone County, is liable for any damages by reason of a non-delegable duty.

- 6.3 Contractor agrees to perform the labor and terms of this contract as an independent contractor and nothing herein contained shall be construed to be inconsistent with this relationship or status. Nothing in this contract shall be in any way construed to constitute the Contractor, or any of his (or her, or its) agents or employees as the agent, employee or representative of the Owner for any purpose, or to be recipients of any benefits, pensions, insurance plans, payroll taxes, worker's compensation or State or Federal withholding taxes.
- 6.4 Contractor must, in performance of work under this contract, fully comply with all applicable federal, state or local laws, rules, regulations, including the Montana Human Rights Act, Civil Rights Act of 1964, the Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provisions. In accordance with section 49-3-207, MCA, the Architect agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing under the contract.
- 6.5 Owner and Contractor each binds itself, its partners, successors, assigns and legal representative to the other party hereto, its partners, successors, assigns and legal representative to respect to all covenants, agreements and obligations contained in the Contract Documents.

- 6.6 The parties agree that the laws of the State of Montana shall govern this contract, and that venue shall be in the Thirteenth Judicial District Court, Yellowstone County, Montana.
- 6.7 In the event of litigation, the prevailing party shall be entitled to reimbursement of Court costs and reasonable Attorney fees by the non-prevailing party.
- 6.8 Termination of Contract.
Either party may terminate this Contract at any time, upon presentation of a Thirty (30) days' notice given to the other party

IN WITNESS WHEREOF, OWNER and Contractor have signed this Agreement in duplicate. One counterpart each will be delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR.

This Agreement will be effective March 2nd, 2021.


OWNER:

Yellowstone County
Billings, MT 59101

Contractor:

Kenetic
Billings, MT 59101

Donald W Jones
BOCC Chairman



Dana Pulis, Owner/Principal
Kinetic

Attest:

Jeff Martin, Clerk and Recorder

MetraPark

STATEMENT OF WORK

Vision and Planning Communication Strategy

March through June

February 22, 2021



STATEMENT OF WORK BETWEEN KINETIC MARKETING & CREATIVE AND METRAPARK

This estimates provides for certain projects to be executed leading up to the potential bond campaign. It heavily involves working for and with the MetraPark and others to fully engage and communicate to the community about the MetraPark vision and future direction.

PROJECT:
MICROSITE DEVELOPMENT

Kinetic will develop a site that houses all communications and will be a real-time history of the progress of the Metra vision development and will be a place where the community can get all information. Social media will reflect back to this site, and the site will serve as a hub for all communications.

COST: \$8,500

PROJECT:
MICROSITE UPDATES

Kinetic will update the website as new information comes out to include in the content. It is estimated that the updates will be ten (10) hours a month over four months.

COST: \$6,400

PROJECT:
PRESENTATION DECK, TALKING POINTS, COMMUNITY OUTREACH

MetraPark spokespersons need to talk to community groups about the MetraPark future vision and listen to these groups' thoughts and questions. Kinetic will build a deck for these presentation. This estimate also includes development of messaging and talking points that will help all spokespersons deliver the same message. Last, this estimate provides for some level of outreach to community members to arrange presentations for MetraPark spokesperson.

COST: \$5,000

PROJECT:

**SOCIAL MEDIA PLAN AND MANAGEMENT SPECIFIC TO
COMMUNITY INFORMATION**

Kinetic will post on all social media sites (Instagram, Facebook, LinkedIn, Twitter) consistent with communications throughout the information phase of the project. Communications will include posts, graphic posts, live events and town hall events, and more. The frequency will depend on the communications cadence and cost will be relative to this frequency.

Included in this cost will be social media monitoring and response in behalf of Metra Park. Included in this cost will be an editorial calendar with post content and frequency. Posting for five months.

COST: \$20,000

PROJECT:

BRAND AND COMMUNICATIONS CONSULTANTS

These next few months involved the coordination of many individuals acting in behalf of the MetraPark as well as many activities needed to successful lead up to a bond campaign. This project accommodates for two people—Dana Puls and Jennifer Owen—to work with all parties involved to execute a successful communications campaign.

This estimate accommodates for 65 hours of consultative, organization, communications, meetings, presentations, and project management.

COST: \$10,000

TOTAL COST FOR ALL PROJECTS: \$49,900

APPROVAL



02/22/2021

Dana Pulis, Owner/Principal
Kinetic

Date:

Tim Goodridge, Assistant GM
MetraPark

Date:

The Fine Print

A revision is defined as a change to copy, graphic elements or design that moderately impacts the proposed content, layout, functionality or time allotted for the work project. Changes for a revision should be communicated to Kinetic in person or in an email. Revisions should not be sent in multiple emails. Significant changes or requests for new concepts are not revisions and are not included in this estimate. If a client requests significant changes or new concepts, there will be additional charges at \$153 an hour and a delay in deliverables. Your Account Director will review revision requests and determine scope of revisions.

This estimate does not include hard costs, photography, printing, media buys, travel, etc.

METRA COSTS FOR MASTER PLANNING

METRA PARK MASTER PLAN COMMUNICATIONS	PROJECT COST	NOTES
Metra future state vision: website	\$8,500	For the build and initial content, does not include ongoing content upkeep/maintenance
Website updates over 4 months/est. at 10 hrs/month	\$6,400	Ongoing website updates: time and materials cost
Social media build, plan, content, images, posting March-July/\$4,000 month	\$20,000	Will include cross posting, crossing promoting
Presentation deck/talking points, community outreach	\$5,000	Outreach to community groups
Brand and communications consultation	\$10,000	All communications, meetings, presentations, status meetings, project management
TOTAL COSTS	\$49,900	

THANK YOU!

KINETIC MARKETING & CREATIVE
117 N. BROADWAY, BILLINGS, MONTANA 59101
406.534.2140 | INFO@KINETICMC.COM | KINETICMC.COM



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01:19:22 UTC

Sent for signature to Dana Pulis (dana@kineticmc.com) from admin@kineticmc.com
IP: 98.127.36.19



VIEWED

02 / 25 / 2021

01:24:55 UTC

Viewed by Dana Pulis (dana@kineticmc.com)
IP: 184.167.200.208



SIGNED

02 / 25 / 2021

01:25:07 UTC

Signed by Dana Pulis (dana@kineticmc.com)
IP: 184.167.200.208



COMPLETED

02 / 25 / 2021

01:25:07 UTC

The document has been completed.